

Sponsored by: Councilmembers Connie Ladenburg, Jim McCune and Dan Roach
Requested by: County Executive/Parks and Recreation

RESOLUTION NO. R2018-36

A Resolution of the Pierce County Council Authorizing the Pierce County Executive to Apply for Funding Assistance for Washington Wildlife and Recreation Program (WWRP) Projects to the Recreation and Conservation Funding Board as Provided in Public Law 114-94, 23 U.S. Code Section 206, Chapter 79A.25 of the Revised Code of Washington (RCW), Title 286 of the Washington Administrative Code (WAC), and Other Applicable Authorities.

Whereas, Pierce County has approved Ordinance No. 2014-3s adopting the "Parks, Recreation, and Open Space Plan" (PROS Plan) on February 18, 2014; and

Whereas, the PROS Plan demonstrates the need for additional parks, trails, and water access facilities in Pierce County to serve a growing population; and

Whereas, Pierce County seeks funding assistance for five projects:

18-1267D Chambers Creek Canyon Trail Development;
18-1260D Cross Park Development,
18-1231D Foothills National Recreation Trail Trailhead Expansion,
18-1262C Frontier Park Acquisition and Development,
18-1264C Lake Tapps North Park Acquisition and Development, and

Whereas, this Resolution authorizes the person identified below (in Section 2) to act as the authorized representative/agent on behalf of Pierce County and to legally bind Pierce County with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office); and

Whereas, State grant assistance is requested by Pierce County to aid in financing the cost of the Project(s) referenced above; **Now Therefore**,

BE IT RESOLVED by the Council of Pierce County:

Section 1. Pierce County intends to apply for funding assistance managed by the Office for the above "Projects."

Section 2. Bruce Dammeier, Pierce County Executive, or designee, is authorized to act as a representative/agent for Pierce County with full authority to bind the organization regarding all matters related to the Projects, including, but not limited to,



1 full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a
2 project agreement(s) on behalf of our organization, (3) sign any amendments thereto on
3 behalf of our organization, (4) make any decisions and submissions required with
4 respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-
5 day management of the grant(s).

6
7 Section 3. Pierce County has reviewed the sample project agreement on the
8 Recreation and Conservation Office's WEBSITE at:
9 <https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf>. We
10 understand and acknowledge that if offered a project agreement to sign in the future, it
11 will contain an indemnification and legal venue stipulation and other terms and
12 conditions substantially in the form contained in the sample project agreement and that
13 such terms and conditions of any signed project agreement shall be legally binding on
14 the sponsor if our representative/agent enters into a project agreement on our behalf.
15 The Office reserves the right to revise the project agreement prior to execution and shall
16 communicate any such revisions with the above authorized representative/agent before
17 execution.

18
19 Section 4. Pierce County acknowledges and warrants, after conferring with its
20 legal counsel, that its authorized representative/agent has full legal authority to enter
21 into a project agreement(s) on its behalf, that includes indemnification, and stipulated
22 legal venue for lawsuits and other terms substantially in the form contained in the
23 sample project agreement or as may be revised prior to execution.

24
25 Section 5. Grant assistance is contingent on a signed project agreement.
26 Entering into any project agreement with the Office is purely voluntary on our part.

27
28 Section 6. Pierce County understands that grant policies and requirements vary
29 depending on the grant program applied to, the grant program and source of funding in
30 the project agreement, the characteristics of the project, and the characteristics of our
31 organization.

32
33 Section 7. Pierce County further understands that prior to our authorized
34 representative/agent executing the project agreement(s), the RCO may make revisions
35 to its sample project agreement and that such revisions could include the
36 indemnification, and the legal venue stipulation. Pierce County accepts the legal
37 obligation that we shall, prior to execution of the project agreement(s), confer with our
38 authorized representative/agent as to any revisions to the project agreement from that
39 of the sample project agreement. We also acknowledge and accept that if our
40 authorized representative/agent executes the project agreement(s) with any such
41 revisions, all terms and conditions of the executed project agreement (including but not
42 limited to the indemnification, and the legal venue stipulation) shall be conclusively
43 deemed to be executed with our authorization.

44
45 Section 8. Any grant assistance received will be used for only direct eligible and
46 allowable costs that are reasonable and necessary to implement the project(s)
47 referenced above.
48



1 Section 9. Pierce County acknowledges and warrants, after conferring with its
2 legal counsel, that no additional legal authorization beyond this authorization is required
3 to make the indemnification, and the legal venue stipulation substantially in form shown
4 on the sample project agreement or as may be revised prior to execution legally binding
5 on Pierce County upon execution by our representative/agent.
6

7 Section 10. If match is required for the grant, we understand Pierce County must
8 certify the availability of match at least one month before funding approval. In addition,
9 Pierce County understands it is responsible for supporting all non-cash matching share
10 commitments to this project should they not materialize.
11

12 Section 11. Pierce County acknowledges that if it receives grant funds managed
13 by the Office, the Office will pay us on only a reimbursement basis. We understand
14 reimbursement basis means that we will only request payment from the Office after we
15 incur grant eligible and allowable costs and pay them. The Office may also determine
16 an amount of retainage and hold that amount until the Project is complete.
17

18 Section 12. Pierce County acknowledges that any property acquired with grant
19 assistance must be dedicated for the purposes of the grant in perpetuity unless
20 otherwise agreed to in writing by our organization and the Office. We agree to dedicate
21 the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of
22 Rights" for other than fee acquisitions (which documents will be based upon the Office's
23 standard versions of those documents), to be recorded on the title of the property with
24 the county auditor.
25

26 Section 13. Pierce County acknowledges that any property acquired in fee title
27 must be immediately made available to the public unless otherwise provided for in
28 policy, the project agreement, or authorized in writing by the Office Director.
29

30 Section 14. Pierce County acknowledges that any property acquired with grant
31 assistance must be dedicated for the purposes of the grant in perpetuity unless
32 otherwise agreed to in writing by Pierce County and the Office. We agree to dedicate
33 the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of
34 Rights" for other than fee acquisitions (which documents will be based upon the Office's
35 standard versions of those documents), to be recorded on the title of the property with
36 the county auditor.
37

38 Section 15. Pierce County acknowledges that any property acquired in fee title
39 must be immediately made available to the public unless otherwise provided for in
40 policy, the project agreement, or authorized in writing by the Office Director.
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42 Section 16. Pierce County acknowledges that any property owned by Pierce
43 County that is developed, renovated, enhanced, or restored with grant assistance must
44 be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by
45 grant program policy, or Office in writing and per the project agreement or an
46 amendment thereto.
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1 Section 17. This Resolution is deemed to be part of the formal grant application
2 to the Office.
3

4 Section 18. Pierce County warrants and certifies, after conferring with its legal
5 counsel, that this Resolution/authorization was properly and lawfully adopted following
6 the requirements of Pierce County and applicable laws and policies and that Pierce
7 County has full legal authority to commit Pierce County to the warranties, certifications,
8 promises and obligations set forth herein.
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10 This application authorization was adopted by Pierce County during the meeting
11 held at the:

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13 County Council Chambers
14 County-City Building
15 930 Tacoma Avenue S
16 Tacoma, WA 98402
17

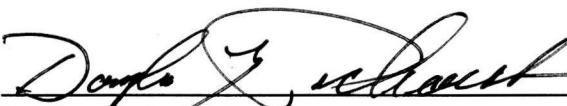
18 **ADOPTED** this 17th day of April, 2018.
19

20 Signed and approved on behalf of the resolving body of the organization by the
21 following authorized member(s):
22

23 **ATTEST:**

24 **PIERCE COUNTY COUNCIL**
25 Pierce County, Washington

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27 
28 **Denise D. Johnson**
29 Clerk of the Council
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28 **Douglas G. Richardson**
29 Council Chair
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